

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

NOTICE OF DEPOSITION

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as incorporated by Federal Rule of Bankruptcy Procedure 7030, Tai Mo Shan Limited (“TMSL”) will take the deposition of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) on January 24, 2025 at the offices of Katten Muchin Rosenman LLP, 525 W. Monroe Street, Chicago, Illinois 60661, or on another mutual agreed date and/or location. Unless mutually agreed otherwise, the deposition shall commence at 9:30 a.m. CST and will continue from day to day until completed. The Debtors shall designate one or more officers, directors, managing agents, employees, or other persons to testify on its behalf concerning the subjects set forth in the attached Schedule A, which is incorporated by reference as if fully set forth herein. TMSL requests that the Debtors provide written notice at least five (5) business days before the deposition of the name(s) and employment position(s) of the individual(s) designated to testify on the Debtors’ behalf as well as the topic(s) on which such individual(s) is designated to testify.

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

NOTICE IS FURTHER GIVEN that the deposition will take place before a notary public or other officer authorized to administer the oaths and record testimony pursuant to Rule 28 of the Federal Rules of Civil Procedure, as incorporated by Federal Rule of Bankruptcy Procedure 7028, and that the deposition will be recorded by stenographic means and videotape.

PLEASE TAKE FURTHER NOTICE that TMSL reserves the right to supplement or amend this notice and/or Schedule A as well as the right to take further depositions of the Debtors pursuant to Federal Rule of Civil Procedure Rule 30(b)(6).

Dated: December 24, 2024

SAUL EWING LLP

By: /s/ Mark Minuti
Mark Minuti (DE Bar No. 659)
Monique B. DiSabatino (DE Bar No. 6027)
1201 N. Market Street, Suite 2300
P.O. Box 1266
Wilmington, DE 19899
Telephone: (302) 421-6800
Fax: (302) 421-6813
mark.minuti@saul.com
monique.disabatino@saul.com

-and-

KATTEN MUCHIN ROSENMAN LLP

Peter A. Siddiqui (admitted *pro hac vice*)
Elliott M. Bacon (admitted *pro hac vice*)
Ethan D. Trotz (admitted *pro hac vice*)
525 W. Monroe Street
Chicago, Illinois 60661
Telephone: (312) 902-5200
peter.siddiqui@katten.com
elliott.bacon@katten.com
ethan.trotz@katten.com

Attorneys for Tai Mo Shan Limited

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. The term “Action” refers to the *Debtors’ Objection to Proofs of Claim Filed by Tai Mo Shan Limited* [Docket No. 20030] and *Response of Tai Mo Shan Limited to Debtors’ Objection to Proofs of Claim Filed by Tai Mo Shan Limited* [Docket No. 23341], and any related pleadings or proceedings in connection therewith.
2. The term “Agreement” means, together, the Master Loan Agreement and the Loan Confirmation-2.
3. The term “Alameda” means Alameda Research Ltd.
4. The term “Insolvent” means as defined in all of 11 U.S.C. §§ 101(32) and 548(a)(1)(B)(II)-(III).
5. The term “Loan Confirmation-2” means that certain Initial Loan Confirmation 2, dated as of August 12, 2020, by and among Alameda Research Ltd. and TMSL.
6. The term “Master Loan Agreement” means that certain Master Loan Agreement, dated as of August 12, 2020, by and among Alameda and TMSL.
7. The term “Petition Date” means November 11, 2022.
8. The term “Relevant Period” means September 6, 2019 through the present time.
9. The term “TMSL” means Tai Mo Shan Limited.
10. The term “TMSL Discovery Requests” means that certain *Tai Mo Shan Limited’s Discovery Requests to FTX Trading Ltd. and its Debtor Affiliates* dated as of October 11, 2024.
11. The term “You” or “Your” refers to the Debtors, any successor to the Debtors, including, without limitation, the Plan Administrator (as defined in the Seconded Amended Joint Chapter 11 Plan of Reorganization of FTX Trading Ltd. and its Debtor Affiliates [Docket No.

26029]), as well as any of their agents, employees, representatives, or any other person acting or purporting to act on their behalf or under their direction or control, in each case from and after the Petition Date.

12. All other terms used within this document, including any terms used, but not specifically defined, within the Definitions section, possess their customary or standard meaning within the cryptocurrency industry.

13. To bring within the scope of these requests all documents that might otherwise be construed to be outside of their scope, the following rules of construction apply: (i) the word “including” shall be read to mean “including without limitation”; (ii) the present tense shall be construed to include the past tense and vice versa; (iii) references to employees, officers, directors, or agents shall include both current and former employees, officers, directors, and agents; and (iv) the use of the singular form of any word includes the plural and vice versa.

14. For all purposes herein, all spelling, syntax, grammar, abbreviations, idioms, and proper nouns shall be construed and interpreted to give proper meaning and consistency to their context.

15. Unless otherwise specified (or subsequently agreed by the parties or ordered by the Court), the Notice Topics pertain to the Relevant Period.

NOTICE TOPICS

1. The Master Loan Agreement and Loan Confirmation-2, including but not limited to the motivation for entering into, the negotiation of, the terms of, the performance required by, the validity of, and the breach of the Agreement.
2. Whether the Debtors, including Alameda Research Ltd., were Insolvent on August 12, 2020.
3. Your responses and objections to the TMSL Discovery Requests.
4. Documents produced by the Debtors and/or TMSL in this Action.